



NEW HIRE / EMPLOYEE AGREEMENT

In consideration of my employment with Hartford Fire Insurance Company, its parents, subsidiaries or affiliates (collectively, "The Hartford"), I agree to comply with The Hartford's policies concerning (1) the treatment of its confidential and proprietary information and its ownership of my Work Product, (2) my access to The Hartford's systems, and (3) application of The Hartford's Privacy Policy, Electronic Communications Policy, and Code of Ethics and Business Conduct, including those described below. I understand that I am subject to this obligation while I am an employee of The Hartford and following such employment, as expressly set forth in this Agreement.

1. Confidentiality. I agree to keep in strictest confidence and not to disclose outside of The Hartford, Confidential Information, which includes, but is not limited to, the information identified on the attached and as follows:

- a) all information that is confidential to and/or a trade secret of The Hartford, that I may learn about, develop or otherwise gain access to by any means, in connection with or as a result of my employment with The Hartford;
- b) all information with which I come in contact during my employment with The Hartford that under the circumstances should be treated as confidential, because it is information that is not generally known outside of The Hartford and is of value to The Hartford; and
- c) all financial information, medical or health-related information that relates to an individual.

I also agree that I will not use or permit the use of any Confidential Information for the benefit of anyone or any entity other than The Hartford. This obligation shall continue for as long as the Confidential Information remains unavailable to the general public through legal and proper means.

I understand that nothing herein prohibits me from disclosing confidential information of The Hartford for the sole purposes of: (1) reporting possible violations of any law or regulation to an attorney or any governmental agency or entity, (including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General), (2) making other disclosures that are protected under whistleblower provisions of any law or regulation or (3) participating in an investigation into a potential violation of any law or regulation. I also understand that nothing prohibits me from disclosing confidential information in any document filed in a lawsuit or other legal proceeding, so long as such filing is made under seal. I do not need to have prior authorization to make any such reports or disclosures. While I agree not to disclose any communications subject to the attorney-client privilege (that is, communications with The Hartford's legal counsel about a company matter), I understand that I may disclose the facts underlying potential misconduct.

2. Work Product. I agree to assign and do hereby assign to The Hartford, its successors and assigns, my entire right, title and interest in and to all inventions, designs, developments, patents, copyrights, trademarks and service marks ("Work Product") that I may conceive, design, create or develop, either solely or jointly with others,

- a) during the period of time of my employment with The Hartford; *provided*, such Work



Product is:

- i) related directly or indirectly to the business or the actual or anticipated research or development work of The Hartford with which I have contact during my employment with The Hartford;
 - ii) developed with the use of time, materials, capital, facilities or Confidential Information of The Hartford to which I have had access during my employment with The Hartford; or
 - iii) the result of any work I perform for The Hartford.
- b) within twelve (12) months after my employment with The Hartford terminates; provided,
- i) such Work Product is conceived as a result of and is attributable to work I have done during my employment with The Hartford and relates to either Confidential Information of The Hartford or the design, sale, marketing, use or application of any product or product improvement ("Product Information") of The Hartford; and
 - ii) I had access to such Product Information or Confidential Information. I agree to execute all instruments and documents and to do all things that may be reasonably necessary to assign such Work Product to The Hartford.

3. Image & Voice Recordings & Publication. I consent to The Hartford and its authorized third parties,

- a) recording my image and voice while acting in my role as an employee of Hartford Fire Insurance Company and while participating in company-supported activities and events (hereinafter referred to as "Recordings"); and
- b) publishing the Recordings internally and externally for business-related purposes of The Hartford, including, but not limited to training, knowledge transfer, quality control, regulatory oversight, publicity, marketing, and advertising.

4. System Access. As a result of my employment relationship, I may be provided access to The Hartford's computer or electronic systems ("System Access"). System Access applies to all types of computer or electronic systems (or any substitute therefore) including but not limited to, any third party computer or electronic systems, e-mail, intranet, internet, extranet and telephone voicemail.

- a) I agree to be responsible for all my actions relating to any such system including use of any logon IDs, passwords or other authentication methods provided to me.
- b) I agree that I will not access or use Confidential Information unless it is necessary for me to perform my job duties.
- c) I acknowledge that I cannot share with anyone my logon ID, passwords or other authentication methods issued to or used by me for System Access. Nor may I use any other logon ID, passwords or other authentication methods issued to or used by another person for System Access or interfere with such authorized person's use thereof.
- d) I understand that failure to follow these policies may lead to revocation of Systems Access and/or disciplinary action, up to and including termination of employment.
- e) I shall comply with The Hartford's Policy on Electronic Communications, Information Protection Policy(ies) and any procedures relating thereto, which may be amended from time to time.



5. **Return of Company Property.** At the termination of my employment, I will make a diligent search for and immediately return all Confidential Information in my possession to The Hartford without any demand thereof, including, but not limited to, original versions and all copies of such information, and written notes or other materials from which Confidential Information could be reproduced. I will also cease all System Access and return to The Hartford any and all materials and access or authentication methodology in my possession.
6. **Confidential Information of Third Parties.** I acknowledge that I have been informed that I am not to use or disclose to The Hartford any trade secrets or confidential information belonging to a third party, including a former employer, of which I have knowledge, possess, or have agreed not to disclose.
7. **My Agreements with Third Parties.** I further acknowledge that I have provided The Hartford with a copy of any agreement that I signed with a third party, including former employers, that may continue in effect and that contains restrictions on my ability to compete or solicit business, clients or employees for The Hartford.
8. **Arbitration.** I understand that final and binding arbitration is the exclusive forum for the resolution of disputes covered by The Hartford's Arbitration Policy, which can be accessed at <http://www.thehartford.com/newhire/hr-policy-process>. I further understand that, in accordance with The Hartford's Arbitration Policy, I may only submit a dispute to arbitration on an individual basis; that is, I may not combine a dispute that is submitted to arbitration with any other dispute between any other employees or may not otherwise initiate or join a "class" or "collective" arbitration action.
9. **Enforcement.** If I violate the terms of this Agreement, I understand that The Hartford may seek to secure against me a temporary and/or permanent injunction (which includes, but is not limited to, a court ordering me to stop engaging in the activity that violates this Agreement), which I agree may be ordered without The Hartford showing or providing any actual damage sustained, e.g., lost profits, lost customers. I also understand that The Hartford has a right to seek any other relief and damages available to it under the law. If a court with jurisdiction over litigation between The Hartford and me concerning an alleged violation of this Agreement finds that I violated this Agreement, then I agree that I will pay The Hartford's reasonable attorneys' fees, costs and expenses associated with such litigation.
10. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
11. **Modification.** This Agreement may not be amended or modified except in writing, executed by both The Hartford and me.
12. **Reformation.** If a Court with jurisdiction over a matter involving this Agreement declares or finds any provision of this Agreement to be illegal, invalid, unenforceable or void, I shall be relieved of my obligations under such provision. If such a court of law determines that any provision of this Agreement is unreasonable, such court may reform this Agreement so that it is reasonable, valid and enforceable. In either case, the validity of the remaining provisions shall not be affected.
13. **Assignment.** This Agreement shall be enforceable by The Hartford, as well as its parents, subsidiaries, affiliates, agents, successors and assigns, in any actions and causes of action of



every kind and nature whatsoever, past, present and future arising out of the terms and conditions of this Agreement. Without limiting the foregoing, I specifically agree that The Hartford may assign this Agreement to a purchaser of all or part of The Hartford's businesses and that in the event of such an assignment, my obligations set forth in this Agreement will run to the benefit of said purchaser.

14. No Waiver. I agree that The Hartford's waiver of or acquiescence in any breach of this Agreement, or the failure of The Hartford to insist upon strict performance of any obligations contained in this Agreement, shall not constitute a waiver of any subsequent or other breach or failure. The Hartford shall not waive my performance of any obligation under this Agreement except in writing.

15. At-Will Employment. I understand and agree that nothing contained in this agreement is intended to create a contract between The Hartford and myself for employment or for the providing of any benefit. No promises or representation regarding employment have been made to me and I understand that no such promise, representation or guarantee, whenever made, whether written or oral, is binding upon The Hartford unless made in writing by the President of Hartford Fire Insurance Company. I also understand and agree that no Hartford document, communication or publication should be understood as or construed as, extending such a promise, representation or guarantee. If an employment relationship is established, then I understand and agree that my employment with The Hartford is at-will and for no fixed period of time. I acknowledge that if I am hired then I have the right to terminate my employment, with or without advance notice, for any reason at all, at any time and that The Hartford retains the same right, consistent with applicable law.

CONFIDENTIAL INFORMATION

"Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, process, drawing, cost data or customer list that: (1) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Any information coming within the above definition is considered "Confidential Information" by The Hartford. Confidential Information, however, is not limited to information coming within this definition. In general, whether or not certain information is considered Confidential Information of The Hartford depends upon a number of factors and legal considerations, including, but not limited to, the value of such information to The Hartford, whether The Hartford would be concerned about its competitors acquiring the information through improper means, and the steps that The Hartford and its employees take to protect such information from being disclosed.

The Hartford's Confidential Information includes, but is not limited to, the types of information identified below, whether it is stored as a hard copy, on software or in any other medium or format. Confidential Information includes information of The Hartford, its employees, its insureds, agents,



claimants or potential insureds or applicants, or information of other companies or entities that is provided to The Hartford during merger or acquisition activity or as part of a joint venture or an affinity relationship.

❖ Legal Advice

❖ Confidential health information about The Hartford's customers, insureds, and employees

❖ Financial Information

- Profit margins
- Financing plans and/or financial forecasts
- Overhead costs
- Material costs
- Banking arrangements
- Reserving information and strategies

❖ Organizational Information

- Plans for mergers and/or acquisitions or divestitures
- Plans for business expansion or downsizing
- Key employee acquisitions
- Methods of operation

❖ Sales and Marketing Information

- Product manuals and/or reference guides
- New product developments, roll-outs and delivery schedules
- Developments regarding component parts of or enhancements to new or existing products
- Customer prospect information and customer lists
- Market research and forecasts
- Contracts and contract negotiations
- New geographic or niche market penetrations
- Marketing and advertising budgets and plans
- Strategic business plans
- Sales and Production Results
- Customers' Needs and Commission Schedules
- Agreements with Brokers or Agents

❖ Technical Information

- Automation strategies
- Research and development plans, budgets, objectives and reports
- Software created by or for Hartford or in the process of being developed
- Vendor software licensed to Hartford
- Identification of technology licenses and terms and conditions of such licenses

❖ Product Information

- New Products
- Component parts of or enhancements to new or existing products



- Investment schemes or projections underlying The Hartford's investment products
- Product Pricing and underwriting guidelines
- Actuarial Assumptions underlying products
- Reserving Information

❖ Employee Information*

- Personnel Files
- Wages and wage planning information, compensation, benefits and earnings information
- Performance appraisals, employee development information, employee evaluations and tests
- Investigative files and background information
- Succession planning information

*NOTE: Federal law protects the right of employees to discuss their wages, hours or other terms and conditions of employment. You are free to disclose to and discuss with any person, inside or outside of The Hartford, information about *your own* wages, hours, benefits information or about the terms and conditions of *your* employment. You are also free to discuss non-confidential information relating to wages, hours, and the terms and conditions of employment generally at The Hartford. If, however, you possess employment information about *other employees*, you must respect their privacy by keeping that information confidential and not disclosing it to anyone without the permission of those employees or the Law Department.

If disclosure of Confidential Information to a third party has been authorized at the appropriate level at The Hartford, nondisclosure agreements must be signed before disclosure is made. (Contact the Law Department for an appropriate nondisclosure agreement.)

If you have any questions concerning whether or not certain information is Confidential Information, consult with any of the following people:

- Your Supervisor,
- HR Service Center at 877.HR.AT.WORK or 877.472.8967
- The Hartford's Ombudsman at 800.289.5012, to whom inquiries may be made anonymously, or
- Any other person listed as a Contact in Section VI of the Code of Ethics and Business Conduct.

If you remain uncertain, treat the information as "Confidential Information" pending further clarification and guidance.